

LISTING AGREEMENT – RESIDENTIAL EXCLUSIVE RIGHT TO SELL



THIS AGREEMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SELLER IS ADVISED TO SEEK THE ADVICE OF COMPETENT LEGAL COUNSEL.

This Agreement is an exclusive right to sell listing and Broker is granted the absolute, sole, and exclusive right to market and sell the Property.

1 **DATE:** March 17, 2023

2
3 **PARTIES:**

4 Seller(s): Akidoi Inc, Misty Roberts

5 (hereafter the "Seller").

7 LISTING FIRM/BROKER: Mikayla Kovash Brokerage@Metro Realtors

8 (hereafter the "Broker").

10 **LENGTH OF LISTING:** This Agreement begins on (date) March 17, 2023, and expires at
11 midnight on (date) July 1, 2024 (hereafter the "Primary Listing Term").

12 **PRICE & TERMS:** Listing Price Two Million, Four Hundred Ninety-Five
13 Thousand, Eight Hundred Eighty-Eight (\$ 2,495,888.00)
14 Terms: cash or new loan

16
17 **PROPERTY:** Legal Description:

18 WALLIS ACREAGE TRACTS, S35, T06 S, R20 E, WALLIS TRACTS LT 3 COS 474 & TR 21 BLK 1 COS
19 1427 AM and WALLIS ACREAGE TRACTS, S35, T06 S, R20 E, WALLIS TRACTS LT 2 COS 474 & TR 22
20 BLK 1 COS 1427 AM

21 Commonly known as 5 & 10 Dream Catcher Lane

22 City of Red Lodge, County of Carbon, ST MT, Zip 59068

23 (hereafter the "Property").

24
25 **FIXTURES:** The following items are to be left upon the premises as part of the Property sold and transferred to a Buyer
26 regardless of whether they are in fact permanently installed and attached to the Property: all existing permanently installed
27 fixtures and fittings that are attached to the Property including electrical, plumbing and heating fixtures, Seller owned
28 water softeners/conditioners and propane tanks, wood, pellet, or gas stoves, built-in appliances, screens, storm doors,
29 storm windows, curtain rods and hardware, window treatments, attached floor coverings, television wall mounts, satellite
30 dish, hot tub, air cooler or conditioner, garage door openers and controls, fireplace inserts, mailbox, storage sheds, trees
31 and shrubs and perennials attached to the Property, attached buildings or structures, unless otherwise excluded below:

34
35 The following personal property is also included as part of the Property offered for sale:

36 As viewed: all appliances, furnishings, hot tub, window treatments as viewed, garage door
37 opener with remote & remaining items per attached inventory list.

39
40 **PERSONAL PROPERTY:** The following personal property is leased/rented: ☐ water softener ☐ water conditioner
41 ☐ propane tank ☐ satellite dish ☐ satellite control ☐ alarm system ☐ other _____

43 **SYSTEMS INCLUDED:** ☐ central air conditioning ☐ underground sprinklers
44 ☐ other _____

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Listing Agreement Residential, October 2021
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MR
Seller's Initials

Metro Realtors LLP, 2029 Grand Avenue Billings MT 59102
Phone: 4065915555

Fax: 4062459390

Polly Kovash

5 & 10 Dream Catcher

CONDITION AND STATUS OF PROPERTY: To the best of Seller's knowledge, the following items are in good repair and working condition and Seller is unaware of anything wrong with appliance(s), foundation, roof, siding, wiring, drainage, heating, plumbing, sanitation, or water systems except:

In conjunction with the execution of this Agreement, Seller agrees to execute a statement disclosing all known adverse material facts affecting the Property.

STATUTORY DISCLOSURES:

METHAMPHETAMINE: If the Property is inhabitable real property, the Seller represents to the best of Seller's knowledge that the Property ☐ **has** ☒ **has not** been used as a clandestine Methamphetamine drug lab and ☐ **has** ☒ **has not** been contaminated from smoke from the use of methamphetamine. If the Property has been used as a clandestine Methamphetamine drug lab or contaminated from smoke from the use of methamphetamine, Seller agrees to execute the Montana Association of REALTORS® "Methamphetamine Disclosure Notice" and provide any documents or other information that may be required under Montana law concerning the use of the Property as a clandestine Methamphetamine drug lab or the contamination of the Property from smoke from the use of methamphetamine.

RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act, Seller represents that to the best of Seller's knowledge the Property ☐ **has** ☒ **has not** been tested for radon gas and/or radon progeny and the Property ☐ **has** ☒ **has not** received mitigation or treatment for the same. If the Property has been tested for radon gas and/or radon progeny, Seller agrees to provide, as available, test results to Broker along with any evidence of mitigation or treatment.

LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, Seller ☐ **has** ☒ **has no** knowledge of lead-based paint and/or lead-based paint hazards on the Property. If Seller has knowledge of lead-based paint and/or lead-based paint hazards on the Property, Seller agrees to provide all pertinent reports and records concerning that knowledge. Seller acknowledges that the Broker has advised the Seller of Seller's obligation to make lead-based paint disclosures and Broker's obligation to ensure that the Seller satisfies this obligation.

MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act, the Seller represents to the best of Seller's knowledge that the Property ☐ **has** ☒ **has not** been tested for mold and that the Property ☐ **has** ☒ **has not** received mitigation or treatment for mold. If the Property has been tested for mold or has received mitigation or treatment for mold, Seller agrees to provide any documents or other information that may be required under Montana law concerning such testing, treatment or mitigation.

DETECTION DEVICES: The Property is equipped with the following detection devices:

- ☐ Smoke Detector(s)
- ☐ Carbon Monoxide Detector(s)
- ☐ Other fire detection device(s) (please list): _____

SELLER REPRESENTATIONS: Seller represents as follows:

- a) Seller is the owner of and has the unrestricted right to sell the Property. If Seller is a corporation, limited liability company, partnership or other entity, Seller is in good standing under the laws of Montana and the execution of this Agreement and sale of the Property by Seller has been duly authorized.
- b) Title to the Property is marketable and is free and clear of all encumbrances, except zoning ordinances, building and use restrictions, reservations in federal patents, easements of record, special improvement or rural improvement district assessments, real property taxes and those liens and encumbrances which are to be discharged upon a sale of the Property.
- c) Seller will fully cooperate with Broker in regard to providing information concerning the Property and that all information given by Seller is or shall be true, accurate and complete.

- 99 d) Seller will perform any act and sign any document that is reasonably necessary to comply with Section 1445 of
100 the Internal Revenue Code and the Foreign Investor Real Property Tax Act of 1980. Seller acknowledges and
101 agrees that in the event Seller does not do so, a Buyer or closing agent may be required to withhold the applicable
102 tax from the proceeds of sale at closing and submit this amount to the Internal Revenue Service, pursuant to
103 Section 1445 of the Internal Revenue Code.
- 104 e) In addition to those set forth above, Seller agrees to cooperate with the making of any further disclosures that
105 may be required under state or federal law.
- 106 f) Seller hereby affirms that Seller is not a party to a current, valid exclusive agreement to provide the same type
107 of real estate services as set forth above.
- 108 g) Seller has provided to Broker all information and documentation relating to any lawsuits, legal proceedings,
109 foreclosures (including related notices), bankruptcies or other financial constraints concerning the Seller
110 (including unpaid child support or alimony), that may affect the time within which the Property can be sold or that
111 threaten or negatively affect the Property.

112
113 **SPECIAL PROVISIONS:** _____
114

115 *Line 7 to read: Mikayla Kovash Brokerage & Polly Kovash Brokerage @ Metro Realtors, LLP.
116
117
118
119
120
121

122 **COMPENSATION:** Broker is employed to find a buyer ready and willing to acquire the Property at the price and terms
123 stated above or at such other price and terms as Seller accepts. Broker is authorized to accept a deposit on the purchase
124 price. Seller agrees to pay Broker in cash a commission equal to 6.000 % based upon the sales price, or a flat fee of
125 \$ _____, if Seller enters into a written agreement for the sale of the Property during the term of this
126 Agreement. The commission shall be payable at closing. If the Seller breaches the agreement to sell and purchase or if
127 Seller refuses to accept an offer which meets or exceeds the listing terms, Seller agrees to pay Broker, immediately and
128 in cash, a commission equal to _____ % based on the listed price. In the event of multiple offers which equal or exceed
129 the listed price/terms, Seller may choose which offer to accept and shall not be obligated for more than one commission.

130
131 Seller's acceptance of an agreement to sell and purchase containing contingencies shall not entitle the Broker to a
132 commission unless or until the contingencies have been waived, released or satisfied, or unless the Seller breaches the
133 agreement to sell and purchase. Expiration of this Agreement while a transaction is pending shall not relieve Seller of
134 Seller's obligation to pay the stated commission upon closing. For purposes of this document, the term "sale" shall be
135 defined as including a lease or an exchange. The terms buyer and seller shall include lessor/lessee and
136 exchanger/exchangegee including the plurals thereof, as appropriate.

137
138 **COOPERATION DISCLOSURE:** Broker advises Seller of Broker's policies (or Broker's company's policies) regarding
139 cooperation and the amount(s) of any compensation that will be offered to other brokers, including but not limited to seller
140 subagents, buyer agents and statutory brokers who are participants in the same multiple listing service(s) as those in
141 which Broker is a participant, as follows:

- 142
143 ☐ Broker will cooperate with and compensate other real estate agents according to the attached policies, and/or
144
145 ☒ Broker will cooperate with buyer agents representing a buyer and offer them compensation equal to 3.000 %
146 based upon the sales price, or a flat fee of \$ _____; and/or
147
148 ☐ Broker will cooperate with statutory brokers assisting a buyer and offer them compensation equal to _____ %
149 based upon the sales price, or a flat fee of \$ _____; and/or
150
151 ☐ Other _____
152

153 Broker will promptly notify Seller of any changes to the policies set forth above.

154 **PROTECTION PERIOD:** Within 90 days of the expiration or termination of the Primary Listing Term of this Agreement
 155 or any extension thereof (hereafter the "Protection Period"), if Seller enters into an agreement to or does sell, exchange,
 156 convey, lease or rent the Property to any party to whom Broker or any cooperating broker has marketed the Property, the
 157 commission shall be payable at the time such agreement is entered into. However, Seller is not obligated to pay a
 158 commission to Broker if, during the Protection Period, Seller has entered into a valid listing agreement covering the
 159 Property with another licensed real estate broker that obligates Seller to pay that broker a commission upon the sale,
 160 exchange, lease, or rental of the Property.

162 **GENERAL PROVISIONS:**

164 **MARKETING AUTHORIZATION:** Seller authorizes Broker to assemble or produce marketing information as the
 165 Broker deems necessary and appropriate including photographs, video, or similar materials. Seller further authorizes
 166 Broker to disseminate marketing information and materials through whatever sources the Broker deems necessary
 167 or appropriate including, but not limited to multiple listing services, computer data bases, internet sites, magazines or
 168 other publications.

170 Seller authorizes Broker to accept the assistance and cooperation of other brokers. Seller authorizes Broker to place
 171 a yard sign on the Property for use in connection with marketing the Property pursuant to this Agreement. Seller
 172 authorizes Broker, cooperating broker, and accompanied customers to enter any part of the Property at any
 173 reasonable time to show same. Seller also authorizes Broker to conduct open houses of the Property at such times
 174 as Seller and Broker may agree.

176 **INTERNET ADVERTISING:** Seller authorizes Broker to display information about the Property on the Internet either
 177 directly or through a program of any listing service of which the Broker is a member or in which any of Broker's agents
 178 participate, and authorizes other firms who belong to any listing service of which the Broker is a member or in which
 179 any of Broker's agents participate to display information about the Property on the Internet in accordance with the
 180 listing service rules and regulations. Unless Seller opts out as set forth below, Seller specifically authorizes the display
 181 of the address of the Property, automated estimates of the market value of the Property and third-party comments
 182 about the Property. Seller may opt-out of all or any of the following aspects of internet advertising by initialing the
 183 appropriate spaces below:

- 185 ☐ I/we have advised Broker that I/we **DO NOT** want the **Property displayed on the Internet** (the Property **WILL**
 186 **NOT** be displayed on any internet site). I/we understand that if I/we select this option, consumers who conduct
 187 searches for listings on the Internet will not see information about the Property in response to their search.
- 189 ☐ I/we have advised Broker that I/we **DO NOT** want the **address of the Property displayed on the Internet**
 190 (Property will be displayed on the Internet but the address of the Property **WILL NOT** be included).
- 192 ☐ I/we have advised Broker that I/we **DO NOT** want an **automated valuation or estimate of the Property** (or
 193 a hyperlink to an automated valuation or estimate) to be displayed adjacent to or in immediate conjunction
 194 with the listing of the Property.
- 196 ☐ I/we have advised Broker that I/we **DO NOT** want **third-party comments or reviews regarding the Property**
 197 (or a hyperlink to third-party comments or reviews) to be displayed adjacent to or in immediate conjunction
 198 with the listing of the Property.

200 _____ / _____
 201 Seller's Initials

203 By initialing as set forth above Seller certifies and acknowledges that Seller has made the elections instructing Broker
 204 as set forth above and that Seller has read, understands and accepts the foregoing concerning internet advertising.

206 Broker makes no representations or warranties concerning Seller's elections including, without limitation, that
 207 information about the Property will or will not appear on the Internet or that the address of the Property is or is not
 208 obtainable.

LOCK BOX AUTHORIZATION: Seller acknowledges that a lock box is designed as a repository of a key, permitting access to the Property by Broker, Listing Firm, its brokers and salespersons, participants of any Multiple Listing Service (MLS) with which Broker participates and the brokers and salespersons of such participants, and individuals hired to inspect or appraise the Property. It is not a requirement of the MLS, Broker or the Listing Firm that Seller allow the use of a lock box.

- ☐ Seller does not allow the use of a lock box on the Property.
- ☐ Seller does allow the use of a lock box on the Property. By checking this box agreeing to the use of a lock box on the Property and signing below, Seller authorizes Broker to use a lock box on the Property in accordance with applicable lockbox system rules and agrees to hold Broker, Listing Firm, Listing Firm's brokers and salespersons and any participants of any MLS with which Broker participates harmless against any loss of personal property located on the Property, provided no such person shall be held harmless from his, her or its intentional acts. If the Property is occupied by tenants Seller agrees to obtain the signed, written consent to the use of a lock box from any tenants residing in the Property.

HOLD HARMLESS AND INDEMNIFICATION: By executing this Agreement Seller agrees to indemnify, defend and hold harmless Broker from any and all claims or damage, including attorney's fees, arising out of or related to:

- (i) any loss or damage to the Property or the contents of the Property except loss or damage to the Property that is the result of Broker's gross negligence or intentional misconduct;
- (ii) any injury to anyone visiting the Property except that are the result of Broker's gross negligence or intentional misconduct; and
- (iii) any claims asserted against Broker arising out of or related to Broker's use of any advertising material provided by Seller to Broker including applications, software, text, audio, video, photos, pictures, graphics, music, sound clips, images, likenesses, and other information.

SAFEGUARDING OF SELLER'S PROPERTY: Broker advises and requests the Seller to safeguard or remove valuables located within the Property and to advise tenants, family members and any other occupants of the Property to do the same. Seller further acknowledges that Broker, Listing Firm, its other brokers and salespersons, and participants of any MLS with which Broker participates and their brokers and salespersons are not insurers against the loss of Seller's or any other's personal property located within the Property. Seller is advised to either verify the existence of or obtain adequate policies of personal property insurance.

AUTHORIZATION FOR BROKER'S USE OF INFORMATION: Seller authorizes Broker to disclose the existence of offers on the Property to interested buyers and cooperating brokers, as permitted under state law. Seller also authorizes Broker to disseminate sold data on the Property notwithstanding the expiration or termination of this Agreement. Seller hereby authorizes any lender, escrow agent, and utility company to disclose to Broker any documents held by escrow agent, the current status on the terms of any loan, and the monthly bills relating to the Property.

WIRE FRAUD ALERT: Criminals are hacking email accounts of title companies, real estate agents, settlement attorneys and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. The emails may look legitimate, but they are not. Buyer and Seller are advised NOT to wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number. Buyer and Seller should NOT send personal information such as social security numbers, bank account numbers and credit card numbers through email.

ATTORNEY'S FEES: In case either party engages an attorney's services in regard to this Agreement, or in case of suit or action on this Agreement, the prevailing party shall recover collection costs, court costs, and reasonable attorney's fees.

CIVIL RIGHTS/FAIR HOUSING: The Civil Rights and Fair Housing Laws of the United States and Montana prohibit discrimination on the basis of race, religion, sex, national origin, color, handicap, familial status, marital status, age and creed. All parties to this Agreement shall deal in a free and open manner according to said law.

261 **FAX/COUNTERPARTS/ELECTRONIC SIGNATURES:** This Agreement may be executed in counterparts and, when
 262 all counterpart documents are executed, the counterparts shall constitute a single binding instrument. Moreover, a
 263 signature transmitted by fax or other electronic means will be enforceable against any party, who executes the
 264 Agreement and transmits the signature by fax or other electronic means. The parties hereto, all agree that the
 265 transaction contemplated by this document may be conducted by electronic means in accordance with the Montana
 266 Uniform Electronic Transaction Act.

267
 268 **AUDIO RECORDING ACKNOWLEDGMENT:** Seller acknowledges that in the State of Montana it is a criminal
 269 offense for a person to knowingly or purposely record, or cause to be recorded, a conversation by use of ANY hidden
 270 electronic or mechanical device that reproduces a human conversation without the knowledge of all parties to the
 271 conversation

272
 273 ☐ **SINGLE PARTY LISTING:** This Agreement is for the sale of the Property to an identified buyer and is modified
 274 by the Single Party Listing Addendum attached hereto.

275
 276 SELLER CERTIFIES THAT SELLER HAS READ, UNDERSTOOD, AND RECEIVED A SIGNED COPY OF THIS
 277 AGREEMENT. SELLER FURTHER CERTIFIES THAT SELLER HAS BEEN INFORMED AND SELLER UNDERSTANDS
 278 THAT IF SELLER CONVEYS SELLER'S INTEREST IN THE PROPERTY DURING THE TERM OF THIS AGREEMENT
 279 OR IF SELLER REVOKES THE UNDERSIGNED BROKER'S EXCLUSIVE RIGHT TO SELL, SELLER WILL PAY THE
 280 ABOVE STATED COMMISSION.

281
 282 Mikayla Kovash Brokerage@Metro Realtors
 283 Listing Firm
 284
 285 03/17/2023
 286 Broker's Signature Date
 287
 288 Listing Salesperson's Signature Date
 289 Mikayla Kovash
 290 (406)591-5554 (406)591-5555
 291 Phone Number

Akidoi Inc, Misty Roberts
 Seller's Name
 Seller's Signature Date
 03/28/2023 03/17/2023
Misty Roberts
 Seller's Signature Date
 Seller's Address
 Seller's City, State and Zip Code
 Seller's Phone Number

NOTE: Unless otherwise expressly stated the term "days" means calendar days and not business days. Business days are defined as all days except Sundays and Montana or federal holidays.

MOLD DISCLOSURE



The use of this form is for REALTOR® members only (members of the Montana Association of REALTORS®) and cannot be used by any other party for any purpose. Use of these forms by other parties may result in legal action by the Montana Association of REALTORS®.

1 Date: March 17, 2023

3 Property Address: 5 & 10 Dream Catcher Ln, Red Lodge, MT 59068

5 MOLD DISCLOSURE: There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude
6 mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth
7 may be available from your county extension agent or health department. Certain strains of mold may cause damage to
8 property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye,
9 nose, and throat irritation. Certain strains of mold may cause infections, particularly in individuals with suppressed immune
10 systems. Some experts contend that certain strains of mold may cause serious and even life-threatening diseases.
11 However, experts do not agree about the nature and extent of the health problems caused by mold or about the level of
12 mold exposure that may cause health problems. The Centers for Disease Control and Prevention is studying the link
13 between mold and serious health conditions. The seller, landlord, seller's agent, buyer's agent, or property manager cannot
14 and does not represent or warrant the absence of mold. It is the buyer's or tenant's obligation to determine whether a mold
15 problem is present. To do so, the buyer or tenant should hire a qualified inspector and make any contract to purchase, rent,
16 or lease contingent upon the results of that inspection. A seller, landlord, seller's agent, buyer's agent, or property manager
17 who provides this mold disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation
18 or treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of or
19 propensity for mold in a building that is subject to any contract to purchase, rent, or lease.

21 The undersigned, Seller, Landlord, Seller's Agent and/or Property Manager disclose that they have knowledge that the
22 building or buildings on the property have mold present in them. This disclosure is made in recognition that all
23 inhabitable properties contain mold, as defined by the Montana Mold Disclosure Act (any mold, fungus, mildew or
24 spores). The undersigned are not representing that a significant mold problem exists or does not exist on the property,
25 as such a determination may only be made by a qualified inspector.

27 If Seller/Landlord knows a building located on the property has been tested for mold, Seller/Landlord has previously
28 provided or with this Disclosure provides the Buyer/Tenant a copy of the results of that test (if available) and evidence of
29 any subsequent mitigation or treatment.

		03/17/2023	
Seller/Landlord	Date	Seller's Agent/Property Manager	Date
Akidoi Inc		Mikayla Kovash	
<i>Misty Roberts</i>	03/28/2023		03/17/2023
Seller/Landlord	Date	Seller's Agent/Property Manager	Date
Misty Roberts		Polly Kovash	

37 ACKNOWLEDGMENT: The undersigned Buyer/Tenant, Buyer's Agent or Statutory Broker acknowledges receipt of this
38 Disclosure, the test results (if available) and evidence of subsequent mitigation or treatment. The undersigned
39 Buyer/Tenant agrees that it is their responsibility to hire a qualified inspector to determine if a significant mold problem
40 exists or does not exist on the property. They further acknowledge that the Seller, Landlord, Seller's Agent, Buyer's
41 Agent, Statutory Broker and/or Property Manager, who have provided this Disclosure, are not liable for any action based
42 on the presence of or propensity for mold in the property.

Buyer/Tenant	Date	Buyer's Agent/Statutory Broker	Date
Buyer/Tenant	Date	Buyer's Agent/Statutory Broker	Date

NOTE: Unless otherwise expressly stated the term "days" means calendar days and not business days. Business days are defined as all days except Sundays and Montana or federal holidays.

LEAD-BASED PAINT DISCLOSURE



Date: March 17, 2023

Property Address: 5 & 10 Dream Catcher Ln, Red Lodge, MT 59068

Lead Warning Statement: Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosures: The Seller hereby discloses the presence of lead-based paint and/or lead-based paint hazards by checking the appropriate boxes as follows:

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- ☐ Seller knows that lead-based paint and/or lead-based paint hazards are present in the property (explain):
- ☐ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the property.
- (b) Records and Reports available to the Seller (check one below):
- ☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the property. Those reports and records are itemized as follows:
- ☐ Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the property.

Buyer's Acknowledgment: Buyer acknowledges, by his/her initials in the blanks provided below, as follows:

- (c) _____ Buyer has received copies of all information listed in item (b), if any.
- (d) _____ Buyer has received the pamphlet "Protect Your Family From Lead in Your Home."
- If the delivery of the documents referenced in subsection (c) or (d) occurs after the full execution of the Buy-Sell Agreement (the Agreement) by all parties, Buyer has a right to cancel as set forth in the Agreement.
- (e) _____ Buyer has (check one below):
- ☐ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint hazards (in which event the parties have entered a Lead-Based Paint Contingency Addendum); or
- ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Broker/Salesperson's Acknowledgment: The Seller Broker/Salesperson (or if no listing Broker/Salesperson, any Broker/Salesperson in the transaction) acknowledges, by his/her initials in the blank provided below, as follows:

- (f) _____ Broker/Salesperson has informed the Seller of the Seller's obligations under 42 U.S.C. §4852(d) and is aware of his/her responsibility to ensure compliance.

Certifications: The undersigned have reviewed the information above and certify, to the best of their knowledge, that the information, which they have provided is true and accurate.

Seller <u>Akidoi Inc</u>	Date _____	Buyer _____	Date _____
 <u>Misty Roberts</u>	<u>03/28/2023</u>	<u>03/17/2023</u>	
Seller <u>Misty Roberts</u>	Date _____	Buyer _____	Date _____
	<u>03/17/2023</u>		
Seller Broker/Salesperson _____	Date _____		
(if no Seller Broker/Salesperson, Buyer Broker/Salesperson to sign)			
<u>Mikayla Kovash</u>			

NOTE: Unless otherwise expressly stated the term days means calendar days and not business days. Business days are defined as all days except Sundays and Montana or federal holidays.

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Lead-Based Paint Disclosure, October 2021



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

March 2021

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

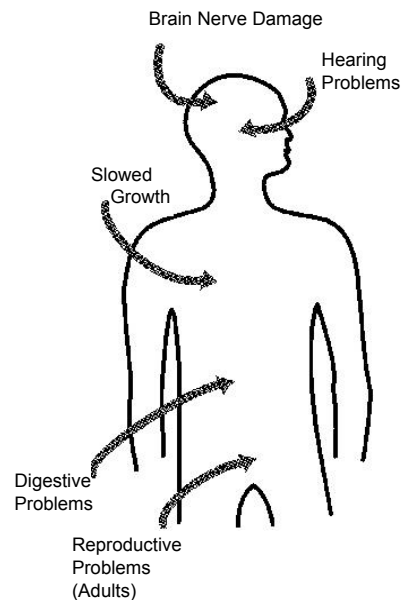
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ “Lead-based paint” is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² “Lead-containing paint” is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

Abatement is designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

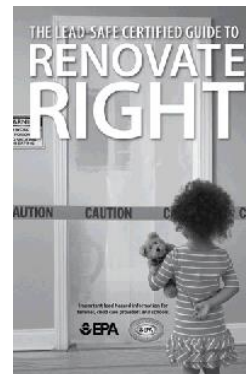
- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

12

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/safewater and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/safewater, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
March 2021

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

RELATIONSHIPS/CONSENTS IN REAL ESTATE TRANSACTIONS **(Combined Explanation and Disclosure)**



THIS IS A RELATIONSHIP DISCLOSURE REQUIRED BY MONTANA LAW.
NEITHER THE EXECUTION OF THIS DOCUMENT NOR ANYTHING CONTAINED IN THIS DOCUMENT SHALL
BE CONSTRUED AS CREATING A BINDING CONTRACT OR OTHER AGREEMENT BETWEEN THE PARTIES.

1 Date: March 17, 2023

Definition of Terms and Description of Duties

4 A **"Seller Agent"** is obligated to the **Seller** to:

- 5 • act solely in the best interests of the seller, except that a seller agent, after written disclosure to the seller and
- 6 with the seller's written consent, may represent multiple sellers of property or list properties for sale that may
- 7 compete with the seller's property without breaching any obligation to the seller;
- 8 • obey promptly and efficiently all lawful instructions of the seller;
- 9 • disclose all relevant and material information that concerns the real estate transaction and that is known to
- 10 the seller agent and not known or discoverable by the seller unless the information is subject to confidentiality
- 11 arising from a prior or existing agency relationship on the part of the seller agent with a buyer or another seller;
- 12 • safeguard the seller's confidences;
- 13 • exercise reasonable care, skill, and diligence in pursuing the seller's objectives and in complying with the
- 14 terms established in the listing agreement;
- 15 • fully account to the seller for any funds or property of the seller that comes into the seller agent's possession; and
- 16 • comply with all applicable federal and state laws, rules, and regulations.

17
18 A **"Seller Agent"** is obligated to the **Buyer** to:

- 19 • disclose to a buyer or the buyer agent any adverse material facts that concern the property and that are known to
- 20 the seller agent, except that the seller agent is not required to inspect the property or verify any statements made
- 21 by the seller;
- 22 • disclose to a buyer or the buyer agent when the seller agent has no personal knowledge of the veracity of
- 23 information regarding adverse material facts that concern the property;
- 24 • act in good faith with a buyer and a buyer agent; and
- 25 • comply with all applicable federal and state laws, rules, and regulations.

26
27 A **"Buyer Agent"** is obligated to the **Buyer** to:

- 28 • act solely in the best interests of the buyer, except that a buyer agent, after written disclosure to the buyer and
- 29 with the buyer's written consent, may represent multiple buyers interested in buying the same property or
- 30 properties similar to the property in which the buyer is interested or show properties in which the buyer is
- 31 interested to other prospective buyers without breaching any obligation to the buyer;
- 32 • obey promptly and efficiently all lawful instructions of the buyer;
- 33 • disclose all relevant and material information that concerns the real estate transaction and that is known to the
- 34 buyer agent and not known or discoverable by the buyer, unless the information is subject to confidentiality arising
- 35 from a prior existing agency relationship on the part of the buyer agent with another buyer or a seller;
- 36 • safeguard the buyer's confidences;
- 37 • exercise reasonable care, skill, and diligence in pursuing the buyer's objectives and in complying with the terms
- 38 established in the buyer broker agreement;
- 39 • fully account to the buyer for any funds or property of the buyer that comes into the buyer agent's possession; and
- 40 • comply with all applicable federal and state laws, rules and regulations.

41
42 A **"Buyer Agent"** is obligated to the **Seller** to:

- 43 • disclose any adverse material facts that are known to the buyer agent and that concern the ability of the buyer to
- 44 perform on any purchase offer;
- 45 • disclose to the seller or the seller agent when the buyer agent has no personal knowledge of the veracity of
- 46 information regarding adverse material facts that concern the ability of the buyer to perform on any purchase offer;
- 47 • act in good faith with a seller and a seller agent; and
- 48 • comply with all applicable federal and state laws, rules and regulations.

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Relationships/Consents in Real Estate Transactions, April 2021

Page 1 of 2

Initial(s) _____



DUAL AGENCY IF A SELLER AGENT IS ALSO REPRESENTING A BUYER OR A BUYER AGENT IS ALSO REPRESENTING A SELLER WITH REGARD TO A PROPERTY, THEN A DUAL AGENCY RELATIONSHIP MAY BE ESTABLISHED. IN A DUAL AGENCY RELATIONSHIP, THE DUAL AGENT IS EQUALLY OBLIGATED TO BOTH THE SELLER AND THE BUYER. THESE OBLIGATIONS MAY PROHIBIT THE DUAL AGENT FROM ADVOCATING EXCLUSIVELY ON BEHALF OF THE SELLER OR BUYER AND MAY LIMIT THE DEPTH AND DEGREE OF REPRESENTATION THAT YOU RECEIVE. A BROKER OR A SALESPERSON MAY NOT ACT AS A DUAL AGENT WITHOUT THE SIGNED, WRITTEN CONSENT OF BOTH THE SELLER AND THE BUYER.

A **"Dual Agent"** is obligated to a seller in the same manner as a seller agent and is obligated to a buyer in the same manner as a buyer agent, except that a dual agent:

- has a duty to disclose to a buyer or seller any adverse material facts that are known to the dual agent, regardless of any confidentiality considerations; and
- may not disclose the following information without the written consent of the person to whom the information is confidential;
 - (i) the fact that the buyer is willing to pay more than the offered purchase price;
 - (ii) the fact that the seller is willing to accept less than the purchase price that the seller is asking for the property;
 - (iii) factors motivating either party to buy or sell; and
 - (iv) any information that a party indicates in writing to the dual agent is to be kept confidential.

A **"Statutory Broker"** is not the agent of the buyer or seller but nevertheless is obligated to them to:

- disclose to:
 - (i) a buyer or a buyer agent any adverse material facts that concern the property and that are known to the statutory broker, except that the statutory broker is not required to inspect the property or verify any statements made by the seller; and
 - (ii) a seller or a seller agent any adverse material facts that are known to the statutory broker and that concern the ability of the buyer to perform on any purchase offer;
- exercise reasonable care, skill, and diligence in putting together a real estate transaction, and
- comply with all applicable federal and state laws, rules and regulations.

An **"Adverse material fact"** means a fact that should be recognized by a broker or salesperson as being of enough significance as to affect a person's decision to enter into a contract to buy or sell real property and may be a fact that:

- (i) materially affects the value, affects structural integrity, or presents a documented health risk to occupants of the property; or
- (ii) materially affects the buyer's ability or intent to perform the buyer's obligations under a proposed or existing contract.

"Adverse material fact" does not include the fact that an occupant of the property has or has had a communicable disease or that the property was the site of a suicide or felony.

Disclosures/Consents

The undersigned Broker/Salesperson hereby discloses the relationship(s) as checked below, and the undersigned Seller or Buyer acknowledges receipt of such disclosure(s) and consents to the relationship(s) disclosed.

Check Applicable Relationship(s): ☐ **Seller Agent** ☐ **Buyer Agent** ☐ **Dual Agent** ☐ **Statutory Broker**

Seller: ☐ Consents to Broker/Salesperson representing multiple sellers of property that may compete with the Seller's property

☐ Consents to Broker/Salesperson potentially acting as a dual agent.

Buyer: ☐ Consents to Broker/Salesperson representing multiple buyers interested in the same or similar properties in which Buyer is interested and showing properties in which Buyer is interested to other prospective buyers.

☐ Does NOT consent to Broker/Salesperson submitting offers which may compete with Buyer's offer on the SAME property.

☐ Consents to Broker/Salesperson potentially acting as a dual agent

03/28/23 / 03/17/2023

☐ Seller ☐ Buyer Date Broker/Salesperson Date

Misty Roberts Mikayla Kovash

03/17/2023

☒ Seller ☐ Buyer Date

NOTE: Unless otherwise expressly stated the term "days" means calendar days and not business days. Business days are defined as all days except Sundays and Montana or federal holidays.

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Relationships/Consents in Real Estate Transactions, April 2021

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MONTANA ASSOCIATION OF REALTORS® PROPERTY DISCLOSURE STATEMENT



1 Date: March 17, 2023

2

3 Property: 5 & 10 Dream Catcher Ln, Red Lodge, MT 59068

4 Seller(s): Akidoi Inc, Misty Roberts

5 Seller Agent: Mikayla Kovash

6

7 Concerning adverse material facts, Montana law provides that a seller agent is obligated to:

8

9 • disclose to a buyer or the buyer agent any adverse material facts that concern the property and that are

10 known to the seller agent, except that the seller agent is not required to inspect the property or verify any

11 statements made by the seller; and

12 • disclose to a buyer or the buyer agent when the seller agent has no personal knowledge of the veracity of

13 information regarding adverse material facts that concern the property.

14

15 The Seller Agent identified above is providing the attached Owner's Property Disclosure Statement that has been

16 completed and signed by the Seller(s), if one has been made available to the Seller Agent by the Seller(s).

17 Regardless of whether Seller(s) has/have provided Seller Agent with an Owner's Property Disclosure Statement,

18 **except as set forth below**, the Seller Agent has no personal knowledge:

19 (i) about adverse material facts that concern the Property or

20 (ii) regarding the veracity (accuracy) of any information regarding adverse material facts that concern

21 the Property

22 _____

23 _____

24 _____

25 _____

26 _____

27 _____

28

29 Information regarding adverse material facts that concern the Property and that are known to the Seller Agent, if any,

30 is set forth above. However, the Seller Agent is not required to inspect the Property or verify any statements made by

31 the Seller(s). Buyer(s) is/are therefore encouraged to obtain professional advice, inspections or both of the Property

32 and to provide for appropriate provisions in a Buy-Sell Agreement between the Buyer(s) and Seller(s) with respect to

33 any advice, inspections or defects.

34

35 Seller Agent Signature: _____

36 Mikayla Kovash

37 Dated: March 17, 2023

38

39 Buyer and Buyer Agent acknowledge receipt of this Property Disclosure Statement.

40

41 Buyer Agent: _____

42

43 Buyer Agent Signature: _____

44

45 Dated: _____

46

47 Buyer Signature: _____

48

49 Dated: _____

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Property Disclosure Statement, October 2021

OWNER'S PROPERTY DISCLOSURE STATEMENT

MONTANA ASSOCIATION OF REALTORS® STANDARD FORM



1 Date: March 17, 2023

2
3 The undersigned Owner is the owner of certain real property located at 5 & 10 Dream Catcher Ln
4 , in the City of Red Lodge
5 County of Carbon , Montana, which real property is legally described as:
6 WALLIS ACREAGE TRACTS, S35, T06 S, R20 E, WALLIS TRACTS LT 3 COS 474 & TR 21 BLK 1 COS
7 1427 AM and WALLIS ACREAGE TRACTS, S35, T06 S, R20 E, WALLIS TRACTS LT 2 COS 474 & TR
8 22 BLK 1 COS 1427 AM

9
10 (hereafter the "Property"). Owner executes this Disclosure Statement to disclose to prospective buyers all adverse
11 material facts which concern the Property. Montana law defines an adverse material fact as a fact that should be
12 recognized as being of enough significance as to affect a person's decision to enter into a contract to buy or sell real
13 property and may be a fact that materially affects the value of the Property, that affects the structural integrity of the
14 Property, or that presents a documented health risk to occupants of the Property.

OWNER'S DISCLOSURE

- 15
16
17
18 ☐ Owner has never occupied the Property.
19 ☐ Owner has not occupied the Property since _____ (date).

20
21 The Owner declares that the Owner has prepared this Disclosure Statement and any attachments thereto based on
22 any adverse material facts known to the Owner. Owner hereby authorizes providing a copy of this Statement to any
23 person or entity in connection with any actual or anticipated sale of the Property. Owner further agrees to indemnify
24 and hold any and all real estate agents involved, directly or indirectly, in the purchase and sale of the Property,
25 harmless from all claims for damages based upon the disclosures made in this Disclosure Statement along with the
26 failure of the Owner to disclose any adverse material facts known to the Owner.

27
28 This information is a disclosure by the Owner of known adverse material facts concerning the Property as of the
29 above date. **It is not a warranty or representation of any kind by the Owner and it is not a contract between**
30 **Owner and buyer. This disclosure statement is not a substitute for any inspections the buyer may wish to**
31 **obtain.**

32
33 Please describe any adverse material facts concerning the items listed, or other components, fixtures or matters.

- 34
35 1. APPLIANCES: (Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash Compactor,
36 Freezer, Washer, Dryer)

- 37
38
39
40 2. COMPONENTS and BUILT-IN SYSTEMS: (Water Softener, Water Conditioners, Exhaust Fans, Central Vacuum
41 System and components, Water Heater, Washer/Dryer Hookups, Ceiling Fan, Intercoms, Remote Controls, T.V.
42 Antenna, Satellite Dish, Central sound systems, Wiring for phone, cable and internet, Security Alarms, Fire
43 Alarms, Smoke Detectors, Garage Door Openers, and Security Gates)

44
45

Buyer's or Lessee's Initials

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Owner's Property Disclosure Statement, October 2021
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Owner's Initials

- 46 3. ELECTRICAL SYSTEM: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and Overloads)
 47 _____
 48 _____
 49 _____
- 50 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)
 51 a. Faucets, fixtures, etc.
 52 _____
 53 _____
 54 _____
- 55 b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic Tanks, Holding
 56 Tanks, and Cesspools)
 57 _____
 58 _____
 59 _____
- 60 c. Septic Systems permit in compliance with existing use of Property
 61 _____
 62 _____
 63 _____
- 64 Date Septic System was last pumped?
 65 _____
 66 _____
 67 _____
- 68 d. Public Sewer Systems (Clogging and Backing Up)
 69 _____
 70 _____
 71 _____
- 72 5. HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces, Central Air
 73 Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems, Gas Leaks,
 74 Thermostats, Wall/Window AC Evaporator Coolers, Humidifiers, Propane tanks) _____
 75 _____
 76 _____
 77 _____
- 78 6. ADDITIONAL HEAT SOURCES: (Gas, Pellet, Wood Stoves or Fireplaces) (Compliance with Air Quality Laws,
 79 Chimney Cleanliness, Chimney Fires and Adherence to Codes in Installation)
 80 _____
 81 _____
 82 _____
- 83 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)
 84 _____
 85 _____
 86 _____
- 87 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window
 88 Screens, Slabs, Driveways, Sidewalks, Fences)
 89 _____
 90 _____
 91 _____
- 92 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water, and Fuel Tanks)
 93 _____
 94 _____
 95 _____
- 96 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)
 97 _____
 98 _____

 Buyer's or Lessee's Initials

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 Owner's Property Disclosure Statement, October 2021
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 Owner's Initials

- 99 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)
 100 _____
 101 _____
 102 _____
 103 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)
 104 _____
 105 _____
 106 _____
 107 a. Private well
 108 _____
 109 _____
 110 _____
 111 b. Public or community water systems
 112 _____
 113 _____
 114 _____
 115 13. POOLS, OUTDOOR LIVING, ANCILLARY BUILDINGS: (Window Screens, Pool, Spa, Pool/Spa Heater, Hot Tub,
 116 Sauna, Patio/Decking, Built-In Barbecue, Gazebo, Fountains, Water features, Underground Sprinklers systems
 117 and controls, Partially landscaped or un-landscaped yard, Garage, Shop, Barn, Carport)
 118 _____
 119 _____
 120 _____
 121 14. Waste dump or disposal or landfill or gravel pit or commercial use in the vicinity of the Property, existing or
 122 proposed, which may cause smoke, smell, noise or other nuisance, annoyance or pollution:
 123 _____
 124 _____
 125 _____
 126 15. ACCESS: (If the Property is not on a public street note any Driveway Agreements, Private Easements and Legal
 127 Disputes Concerning Access)
 128 _____
 129 _____
 130 _____
 131 16. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):
 132 _____
 133 _____
 134 _____
 135 17. METHAMPHETAMINE: If the Property is inhabitable real property, the Owner represents to the best of Owner's
 136 knowledge that the Property ☐ **has** ☐ **has not** been used as a clandestine Methamphetamine drug lab and
 137 ☐ **has** ☐ **has not** been contaminated from smoke from the use of Methamphetamine. If the Property has been
 138 used as a clandestine Methamphetamine drug lab or contaminated from smoke from the use of
 139 Methamphetamine, Owner agrees to execute the Montana Association of REALTORS® "Methamphetamine
 140 Disclosure Notice" and provide any documents or other information that may be required under Montana law
 141 concerning the use of the Property as a clandestine Methamphetamine drug lab or the contamination of the
 142 Property from smoke from the use of Methamphetamine.
 143 _____
 144 18. RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act, Owner
 145 represents that to the best of Owner's knowledge the Property ☐ **has** ☐ **has not** been tested for radon gas
 146 and/or radon progeny and the Property ☐ **has** ☐ **has not** received mitigation or treatment for the same. If the
 147 Property has been tested for radon gas and/or radon progeny, attached are any test results along with any
 148 evidence of mitigation or treatment.
 149 _____
 150 19. LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, Owner
 151 ☐ **has** ☐ **has no** knowledge of lead-based paint and/or lead-based paint hazards on the Property. If Owner has
 152 knowledge of lead-based paint and/or lead-based paint hazards on the Property, attached are all pertinent reports
 153 and records concerning that knowledge.

 Buyer's or Lessee's Initials

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 Owner's Property Disclosure Statement, October 2021
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 Owner's Initials

154 20. MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act, the Owner
 155 represents to the best of Owner's knowledge that the Property ☐ **has** ☐ **has not** been tested for mold and that
 156 the Property ☐ **has** ☐ **has not** received mitigation or treatment for mold. If the Property has been tested for
 157 mold or has received mitigation or treatment for mold, attached are any documents or other information that may
 158 be required under Montana law concerning such testing, treatment or mitigation.

160 **If any of the following items or conditions exist relative to the Property, please check the box and provide**
 161 **details below.**

- 162 1. ☐ Asbestos.
- 163 2. ☐ Noxious weeds.
- 164 3. ☐ Pests, rodents.
- 165 4. ☐ Destructive insects such as termites, pine beetles or carpenter ants. (If the Property has been tested or
 166 treated, attach documentation.)
- 167 5. ☐ Common walls, fences and driveways that may have any effect on the Property.
- 168 6. ☐ Encroachments, easements, or similar matters that may affect your interest in the Property.
- 169 7. ☐ Room additions, structural modifications, or other alterations or repairs made without necessary permits or
 170 HOA and HOA architectural committee permission.
- 171 8. ☐ Room additions, structural modifications, or other alterations or repairs not in compliance with building
 172 codes.
- 173 9. ☐ Health department or other governmental licensing, compliance or issues.
- 174 10. ☐ Landfill (compacted or otherwise) on the Property or any portion thereof.
- 175 11. ☐ Location in the floodplain, shoreline master plan, wetland or other environmentally sensitive area or work
 176 conducted by Seller in or around any natural bodies of water.
- 177 12. ☐ Settling, slippage, sliding or other soil problems.
- 178 13. ☐ Flooding, draining, grading problems, or French drains.
- 179 14. ☐ Major damage to the Property or any of the structures from fire, earthquakes, floods, slides, etc.
- 180 15. ☐ Waste dump or disposal or landfill or commercial use in the vicinity of the Property which causes smoke,
 181 smell, noise or other pollution.
- 182 16. ☐ Hazardous or Environmental Waste: Underground storage tanks or sump pits.
- 183 17. ☐ Neighborhood noise problems or other nuisances.
- 184 18. ☐ Violations of deed restrictions, restrictive covenants or other such obligations.
- 185 19. ☐ Zoning or Historic District violations, non-conforming uses, violations of "setback" requirements, etc.
- 186 20. ☐ Zoning, Historic District or land use change planned or being considered by the city or county.
- 187 21. ☐ Street or utility improvement planned that may affect or be assessed against the Property.
- 188 22. ☐ Property Owner's Association obligations (dues, lawsuits, transfer fees, initiation fees, etc.).
- 189 23. ☐ Proposed increase in the tax assessment value or homeowner's association dues for the Property.
- 190 24. ☐ "Common area" problems.
- 191 25. ☐ Tenant problems, defaults or other tenant issues.
- 192 26. ☐ Notices of abatement or citations against the Property.
- 193 27. ☐ Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening the
 194 Property.
- 195 28. ☐ Airport affected area.
- 196 29. ☐ Pet damage
- 197 30. ☐ Property leases including post-closing short-term rental obligations, crop share agreements, mineral leases
 198 or reservations.
- 199 31. ☐ Other matters as set forth below.

201 Additional details:

202 _____

203 _____

204 _____

205 _____

206 _____

207 _____

208 _____

 Buyer's or Lessee's Initials

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 Owner's Initials

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255 _____

Owner certifies that the information herein is true, correct and complete to the best of the Owner's knowledge and belief as of the date signed by Owner.

260 Owner _____ Date _____

261 **Akidoi Inc**

262 Owner **Misty Roberts** 03/28/2023 Date **03/17/2023**

Misty Roberts

Buyer's or Lessee's Initials

BUYER'S ACKNOWLEDGEMENT

263
 264
 265 Subject Property Address: _____
 266 _____
 267 _____
 268
 269 Buyer(s) understand that the foregoing disclosure statement sets forth any adverse material facts concerning the
 270 Property that are known to the Owner. **The disclosure statement does not provide any representations or**
 271 **warranties concerning the Property, nor does the fact this disclosure statement fails to note an adverse**
 272 **material fact concerning a particular feature, fixture or element imply that the same is free of defects.**
 273
 274 Buyer(s) is/are encouraged to obtain professional advice, inspections or both of the Property and to provide for
 275 appropriate provisions in a contract between buyer(s) and owner(s) with respect to any advice, inspections or defects.
 276 **Buyer(s) are not relying upon this property disclosure statement for buyer(s)' determination of the overall**
 277 **condition of the Property in lieu of other inspections, reports or advice.**
 278
 279 I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.
 280
 281 _____
 282 Buyer's/Lessee's Signature Date
 283
 284 _____
 285 Buyer's/Lessee's Signature Date

NOTE: Unless otherwise expressly stated the term "days" means calendar days and not business days. Business days are defined as all days except Sundays and Montana or federal holidays.

WATER RIGHTS ACKNOWLEDGMENT



1 Date: _____
 2
 3 This Water Rights Acknowledgment is in reference to the Buy-Sell Agreement (hereafter the "Agreement") between
 4 Akidoi Inc, Misty Roberts (hereafter the "Seller") and
 5 _____ (hereafter the "Buyer")
 6 dated _____, covering the following described property 5 & 10 Dream Catcher Ln, Red
 7 Lodge, MT 59068
 8 and legally described as: WALLIS ACREAGE TRACTS, S35, T06 S, R20 E, WALLIS TRACTS LT 3 COS 474
 9 & TR 21 BLK 1 COS 1427 AM and WALLIS ACREAGE TRACTS, S35, T06 S, R20 E, WALLIS TRACTS
 10 LT 2 COS 474 & TR 22 BLK 1 COS 1427 AM
 11 _____ (hereafter the "Property").
 12

13 A water right is the right to use water, both surface and subsurface. In Montana, water rights are the rights to the
 14 use of water and not ownership of the water itself. Water rights are private property and may not automatically
 15 transfer with land.
 16

17 All water in Montana is property of the State of Montana for the use of the people of Montana. The actual
 18 ownership of water rights in Montana may not be known as many water rights are still the subject of a statewide
 19 adjudication process. The transfer of water rights is recorded with the Department of Natural Resources and
 20 Conservation in the State of Montana. The transfer of any right may or may not warrant that right until the
 21 adjudication process has been completed.
 22

23 **BUYER'S ACKNOWLEDGMENT:** The undersigned Buyer acknowledges and agrees that the brokerage firms,
 24 brokers and salespersons involved in the transaction anticipated by the Agreement set forth above do not warrant
 25 or make any representations either concerning the quantity or quality of any water rights or any legal entitlement to
 26 use of water including statements of claim, certificates of water right, permits to appropriate water, exempt existing
 27 rights, decreed basins or any ditches, ditch rights, or ditch easements appurtenant to or constituting a burden upon
 28 the Property (hereafter in this section referred to as "Water Rights"). The Buyer further acknowledges and agrees
 29 that any Water Rights affecting the Property may or may not have been fully or finally adjudicated and that Buyer
 30 has been advised to make this Agreement contingent upon and to such independent inspections, evaluations and
 31 advice concerning Water Rights and the adjudication process as Buyer might deem prudent. The Buyer is aware
 32 that the brokerage firms, brokers and salespersons involved in the transaction anticipated by the Agreement set
 33 forth above have not conducted an expert inspection or analysis of the Water Rights to and for this Property.
 34

35 _____	_____
36 Buyer's Signature	Date
37 _____	_____
38 _____	_____
39 Buyer's Signature	Date
40 _____	_____
41 _____	_____
42 Buyer's Signature	Date

NOTE: Unless otherwise expressly stated the term "days" means calendar days and not business days. Business days are defined as all days except Sundays and Montana or federal holidays.